

**A SUBSTITUTE RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A CITYWIDE COOPERATIVE PURCHASING AGREEMENT NUMBER COA-0017 PURSUANT TO SECTION 2-1601 ET. SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING WSCA/NASPO CONTRACT #'S 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31 WITH AUTOZONE, BORAS, NAPA AUTO PARTS, & O'REILLY AUTO PARTS FOR LIGHT DUTY AUTO PARTS FOR TWO (2) YEARS WITH THREE (3) ONE-YEAR RENEWAL OPTIONS ON BEHALF OF THE CITY OF ATLANTA IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000.00) TO BE CHARGED TO AND PAID FROM CITY OF ATLANTA DEPARTMENTS, AS DEFINED BY THE CITY OF ATLANTA CHARTER, WITH ADOPTED FISCAL YEAR APPROPRIATIONS IN FUNDED DEPARTMENTAL FUND/DEPT.-ORG./ACCOUNT/FUNCTION ACTIVITY (FDOA) LOCATIONS.

WHEREAS, the City of Atlanta ("City") desires to enter into a citywide cooperative purchase agreement number COA-0017 with AutoZone, BORAS, NAPA Auto Parts, & O'Reilly Auto Parts for Light Duty Auto Parts utilizing WSCA/NASPO Contract #'s 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31.

WHEREAS, the City continues to require the use of Light Duty Auto Parts to perform the city's daily operations; and

WHEREAS, pursuant to Section 2-1601 et seq. of the City of Atlanta Code of Ordinances, the Chief Procurement Officer may procure supplies or construction items through contracts established by a public procurement unit where such contracts and contractors substantially meet the requirements of the Purchasing and Real Estate code; and

WHEREAS, the Chief Procurement Officer recommends the execution of a citywide cooperative purchasing agreement number COA-0017 with AutoZone, BORAS, NAPA Auto Parts, & O'Reilly Auto Parts utilizing WSCA/NASPO Contract #'s 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31 for Light Duty Auto Parts in an amount not to exceed four hundred thousand dollars and no cents (\$400,000.00).

WHEREAS, this cooperative agreement was competitively procured in a manner consistent with Division 4 of the City's Procurement Code, and the cost of the goods and/or services are comparable.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to execute, on behalf of the City of Atlanta, a citywide cooperative purchasing agreement number COA-0017 with AutoZone, BORAS, NAPA Auto Parts, & O'Reilly Auto Parts for two (2) years with three (3) one-year renewal options utilizing WSCA/NASPO Contract #'s 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31 for Light Duty Auto Parts in an amount not to exceed four hundred thousand dollars and no cents (\$400,000.00) to be charged to and paid from City of Atlanta

Departments, as defined by the City of Atlanta Charter, with adopted fiscal year appropriations in funded departmental Fund/Dept.-Org./Account/Function Activity (FDOA) locations.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer in consultation with the City Attorney is directed to prepare an appropriate document for execution by the Mayor.

BE IT FINALLY RESOLVED, that the agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney, and delivered to AutoZone, BORAS, NAPA Auto Parts, & O'Reilly Auto Parts.

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

11- R -0667

x

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A CITYWIDE COOPERATIVE PURCHASING AGREEMENT NUMBER COA-0017 PURSUANT TO SECTION 2-1601 ET. SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING WSCA/NASPO CONTRACT #'S 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31 WITH AUTOZONE, BORAS, NAPA AUTO PARTS, & O'REILLY AUTO PARTS FOR LIGHT DUTY AUTO PARTS FOR TWO (2) YEARS WITH THREE (3) ONE-YEAR RENEWAL OPTIONS ON BEHALF OF THE CITY OF ATLANTA IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM PREVIOUSLY APPROPRIATED FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBERS: (VARIOUS ACCOUNTS).

WHEREAS, the City of Atlanta ("City") entered into a citywide cooperative purchase agreement number COA-0017 with AutoZone, BORAS, NAPA Auto Parts, & O'Reilly Auto Parts for Light Duty Auto Parts utilizing WSCA/NASPO Contract #'s 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31.

WHEREAS, the City continues to require the use of Light Duty Auto Parts to perform the city's daily operations; and

WHEREAS, pursuant to Section 2-1601 et seq. of the City of Atlanta Code of Ordinances, the Chief Procurement Officer may procure supplies or construction items through contracts established by a public procurement unit where such contracts and contractors substantially meet the requirements of the Purchasing and Real Estate code; and

WHEREAS, the Chief Procurement Officer recommends the execution of a citywide cooperative purchasing agreement number COA-0017 with AutoZone, BORAS, NAPA Auto Parts, & O'Reilly Auto Parts utilizing WSCA/NASPO Contract #'s 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31 for Light Duty Auto Parts in an amount not to exceed four hundred thousand dollars and no cents (\$400,000.00).

WHEREAS, this cooperative agreement was competitively procured in a manner consistent with Division 4 of the City's Procurement Code, and the cost of the goods and/or services are comparable."

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to execute, on behalf of the City of Atlanta, a citywide cooperative purchasing agreement number COA-0017 with AutoZone, BORAS, NAPA Auto Parts, & O'Reilly Auto Parts for two (2) years with three (3) one-year renewal options utilizing WSCA/NASPO Contract #'s 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31 for Light Duty Auto Parts in an amount not to exceed Four Hundred Thousand Dollars and No Cents (\$400,000.00) to be charged to and paid from previously appropriated FDOA numbers: (Various Accounts).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer in consultation with the City Attorney is directed to prepare an appropriate document for execution by the Mayor.

BE IT FINALLY RESOLVED, that the agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney, and delivered to AutoZone, BORAS, NAPA Auto Parts, & O'Reilly Auto Parts.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: FINANCE/EXECUTIVE

Caption:

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A CITYWIDE COOPERATIVE PURCHASING AGREEMENT NUMBER COA-0017 PURSUANT TO SECTION 2-1601 ET. SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING WSCA/NASPO CONTRACT #'S 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31 WITH AUTOZONE, BORAS, NAPA AUTO PARTS, & O'REILLY AUTO PARTS FOR LIGHT DUTY AUTO PARTS FOR TWO (2) YEARS WITH THREE (3) ONE-YEAR RENEWAL OPTIONS ON BEHALF OF THE CITY OF ATLANTA IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM PREVIOUSLY APPROPRIATED FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBERS: (VARIOUS ACCOUNTS).

Requesting Dept.: Procurement

FAC Confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.

The City of Atlanta would like to enter into a citywide cooperative purchasing agreement number COA-0017 with AUTOZONE, BORAS, NAPA AUTO PARTS, & O'REILLY AUTO PARTS for Light Duty Auto Parts for a period of two (2) years with three (3) one-year renewals options in an amount not to exceed \$400,000.00

2. Please provide background information regarding this legislation.

Example: The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta.

The City of Atlanta has an ongoing need to purchase auto parts supplies throughout the year to address day-today operational and light duty auto parts issues. The DOP has identified AUTOZONE, BORAS, NAPA AUTO PARTS, & O'REILLY AUTO PARTS as a source for Light Duty Auto Parts and has identified WSCA/NASPO CONTRACT #'S 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31 with AUTOZONE, BORAS, NAPA AUTO PARTS, & O'REILLY AUTO PARTS as an appropriate governmental contract from which to cooperatively purchase the Light Duty Auto Parts.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Light Duty Auto Parts
- (b) **Source Selection:** Cooperative Purchase -- WSCA/NASPO CONTRACT #'S 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:** two (2) years with three (3) one-year renewals

4. Fund Account Center (Ex. Name and number): Various Accounts

5. Source of Funds:

6. Fiscal Impact: \$400,000.00

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Patricia Lowe, Buyer

Legislation Summary

Committee of Purview:

Caption

A resolution authorizing the Mayor to execute an appropriate citywide contractual agreement number COA-0017 on behalf of the City of Atlanta with AUTOZONE, BORAS, NAPA AUTO PARTS, & O'REILLY AUTO PARTS in an amount not to exceed four hundred thousand dollars and no cents (\$400,000.00). All contract work shall be charged to and paid from previously appropriated fund account and center number: (Various Accounts).

Council Meeting Date: May 02, 2011

Legislation Title: Resolution authorizing the Chief Procurement Officer to utilize the WSCA/NASPO CONTRACT #'S 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31 with AUTOZONE, BORAS, NAPA AUTO PARTS, & O'REILLY AUTO PARTS for the purchase of Light Duty Auto Parts for two (2) years with three (3) one-year renewals on behalf of the City of Atlanta in an amount not to exceed four hundred thousand dollars and no cents (\$400,000.00). All contract work shall be charged to and paid from previously appropriated fund account and center number: (Various Accounts).

Requesting Department: Department of Procurement

Contract Type: N/A

Source Selection: WSCA/NASPO CONTRACT #'S 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31

Bids/Proposals Due: N/A

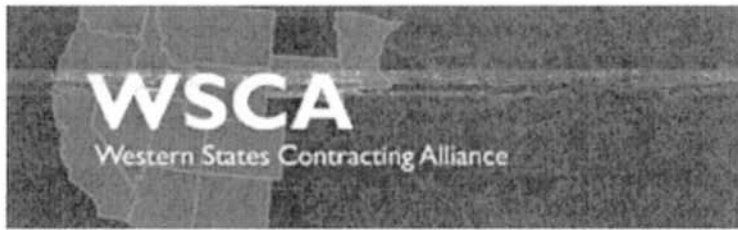
Invitations Issued: N/A

**Number of Bids/
Proposals Received:** N/A

Bidders/Proponents: N/A

Justification Statement: N/A

Background:	N/A
Fund Account Centers:	Various Accounts
Source of Funds:	N/A
Fiscal Impact:	N/A
Term of Contract:	N/A
Method of Cost Recovery:	N/A
Approval:	
DOF:	
DOL:	
Prepared By:	Patricia Lowe, Buyer
Contact Number:	404.330.6583



NASPO >> CURRENT COOPERATIVE CONTRACTS

Auto Parts (WSCA-CA) w28-2008

BASIC CONTACT INFORMATION - LEAD STATE

Participating States:



Affiliation: WSCA

Lead State: California

Lead State Contract Number: 5-08-99-28 through 5-08-99-31

Contact person: Eileen Tardiff

Phone: (916) 375-4390

Fax: (916) 375-4663

Email: eileen.tardiff@dgs.ca

LINK TO LEAD STATE WEBSITE

<http://www.documents.dgs.ca.gov/pd/masters/AutoParts/AutoParts.pdf>

INCEPTION & EXPIRATION

Awarded: April 30, 2010

Current Expiration: December 31, 2012

with two (2) one (1) year extension options

OVERVIEW/SUMMARY

RFP - [click here](#)

Access to May 18, 2010 WSCA Light Duty Auto Parts webinar [CLICK HERE](#)

- [Webinar PowerPoint Presentation](#)

CONTRACTOR INFORMATION

AutoZone - 5-09-99-28

BORAS (Bucks Off Road and Automotive Supply) - 5-09-99-30

NAPA Auto Parts - 5-09-99-29

O'Reilly Auto Parts - 5-09-99-31

PARTICIPATION

[Model Participating Addendum](#)

State and entities in states not listed as participating, contact WSCA/NASPO Cooperative Development Team (wncoopdt@amrms.com) for assistance in properly documenting permission to participate.

Auto Parts

This Master Purchase Agreement (MPA) provides Light Duty Auto Parts. This contract is a California-led Western States Contracting Alliance (WSCA) effort with the ability of any National Association of State Procurement Officials (NASPO) state to utilize as well. The contract is available for use by State departments as well as any entity that qualifies under Public Contract Code sections 10298 and 10299.

Contract Administrator

Eileen Tardiff
Procurement Division
Telephone (916) 375-4390
Fax (916) 375-4663
eileen.tardiff@dgs.ca.gov

Contract Information

- [User Instructions](#)
- [Supplement 1](#)

AutoZone (5-09-99-28)

- [Contract-Std.213](#)

Napa Auto Parts (5-09-99-29)

*NOTE: Temporarily, the contact for Napa has been changed. Until further notice with an official addendum please contact:

Jim Weaver- Major Account Fleet Sales Manager
Phone: 770-661-8664
Fax: 770-859-2920
jim_weaver@genpt.com

- [Contract-Std.213](#)

B.O.R.A.S. (Bucks Off Road Automotive Supply) (5-09-99-30)

- [Contract-Std.213](#)

O'Reilly Auto Parts (5-09-99-31)

- [Contract-Std. 213](#)

If you have any difficulties reading or downloading these documents, please contact Eileen Tardiff at (916) 375-4390. We will gladly mail you a hard copy within 2 weeks.

APPENDIX A – CONTRACT

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

STD 213

AGREEMENT NUMBER 5-09-99-28	AGENCY BILLING CODE
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Department of General Services

CONTRACTOR'S NAME
AutoZone Parts, Inc., AutoZone West, Inc., AutoZone Operations, Inc. and AutoZone Stores, Inc.

2 The term of this Agreement is: January 1, 2010 through December 31, 2012
Or upon DGS signature or approval, with two one-year options to extend

3. The maximum amount \$ -0-
of this Agreement is:

4. This contract is to provide Light Duty Auto Parts to State and local government agencies per RFP 57224 and contractor's responses which are incorporated and made a part of this agreement by reference.

The parties agree to comply with the terms and conditions of the following which are by this reference made a part hereof:

Exhibit A – Statement of Work, 2 pages

*Exhibit B – Budget Detail and Payment Provisions, 2 pages

Exhibit C – General Terms and Conditions

1. General Provisions Non-IT Commodities (GSPD 401)

2. Supplemental Terms and Conditions using ARRA Funds dated 8/10/09


Exhibit D – Additional Provisions (WSCA Terms and Conditions, 4 pages

Items shown with an asterisk (*) may be viewed at <http://www.pd.dgs.ca.gov/modellang/GeneralProvisions.htm>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
AutoZone Parts, Inc., AutoZone West, Inc., AutoZone Operations, Inc. and AutoZone Stores, Inc.

BY (Authorized Signature)  DATE SIGNED (Do not type)
8/22/10

PRINTED NAME AND TITLE OF PERSON SIGNING
Larry Roesel, SVP Commercial William C. Rhodes III, Chairman, President & CEO

ADDRESS
123 South Front Street / Memphis, TN 38103

STATE OF CALIFORNIA

AGENCY NAME
Department of General Services

BY (Authorized Signature)  DATE SIGNED (Do not type)
9/29/10

PRINTED NAME AND TITLE OF PERSON SIGNING
Jim Butler, Deputy Director

ADDRESS
707 Third Street, 2nd Floor
West Sacramento, CA 95605--2811

California Department of General Services
Use Only

☐ Exempt

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

STD 213

AGREEMENT NUMBER	/	AGENCY BILLING CODE
5-09-99-29		
REGISTRATION NUMBER		

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Department of General Services

CONTRACTOR'S NAME
NAPA Auto Parts

2 The term of this Agreement is: January 1, 2010 through December 31, 2012
Or upon DGS signature or approval, with two one-year options to extend

3. The maximum amount \$ -0-
of this Agreement is:

4. This contract is to provide Light Duty Auto Parts to State and local government agencies per RFP 57224 and contractor's responses which are incorporated and made a part of this agreement by reference.

The parties agree to comply with the terms and conditions of the following which are by this reference made a part hereof:

- Exhibit A - Statement of Work, 2 pages
 - Exhibit B - Budget Detail and Payment Provisions, 3 pages
 - Exhibit C - General Terms and Conditions
 - 1. *General Provisions Non-IT Commodities (GSPD 401), 7 pages
 - 2. Supplemental Terms and Conditions using ARRA Funds dated 8/10/09, 2 pages
 - Exhibit D - Additional Provisions (WSCA Terms and Conditions, 4 pages
 - Exhibit E - Additional Terms and Conditions; Independent Store Participation, 1 page
- Items shown with an asterisk (*) may be viewed at <http://www.pd.dgs.ca.gov/modellang/GeneralProvisions.htm>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

NAPA Auto Parts

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

BRAD SHAFFER Vice President, Western Division

ADDRESS

7150 S. FULTON ST. Suite #300, Centennial, CO 80112

STATE OF CALIFORNIA

AGENCY NAME

Department of General Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jim Butler, Deputy Director

ADDRESS

707 Third Street, 2nd Floor
West Sacramento, CA 95605--2811

California Department of General Services
Use Only

☐ Exempt

**Additional Terms and Conditions
NAPA Auto Parts
Independent Store Participation**

It is understood by the parties independent NAPA store owners freely elect to participate in the sale of products to Buyer pursuant to the terms and conditions of this Agreement. It is understood that Seller is a distributor of products manufactured by others. Seller distributes Products to certain Seller-owned automotive parts stores and certain independently-owned and operated automotive parts jobbing stores which operate as NAPA Auto Parts stores and participate in the various sales and marketing programs offered by NAPA. It is understood that Buyer may from time to time purchase products from participating independent NAPA jobbers.

1. While Seller agrees to inform all independent NAPA jobbers of the opportunities offered by this Agreement and shall encourage them to participate, Seller cannot contract for or on behalf of independent NAPA jobbers and only those independent NAPA jobbers who agree to participate in this program shall be required to sell products to Buyer at prices or on terms consistent with any of the terms or prices contained or referred to in this Agreement. Additionally, participating NAPA jobbers shall independently be responsible for any applicable indemnity obligations that may arise during the Term of this Agreement and are likewise independently responsible to have insurance coverage.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

STD 213

AGREEMENT NUMBER	/	AGENCY BILLING CODE
5-09-99-30		
REGISTRATION NUMBER		

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Department of General Services

CONTRACTOR'S NAME
Buck's Off Road and Automotive Supply

2 The term of this Agreement is: January 1, 2010 through December 31, 2012
Or upon DGS signature or approval, with two one-year options to extend

3. The maximum amount of this Agreement is: \$ -0-

4. This contract is to provide Light Duty Auto Parts to State and local government agencies per RFP 57224 and contractor's responses which are incorporated and made a part of this agreement by reference.

The parties agree to comply with the terms and conditions of the following which are by this reference made a part hereof:

Exhibit A - Statement of Work, 2 pages

Exhibit B - Budget Detail and Payment Provisions, 3 pages

Exhibit C - General Terms and Conditions

1. *General Provisions Non-IT Commodities (GSPD 401), 7 pages

2. Supplemental Terms and Conditions using ARRA Funds dated 8/10/09, 2 pages

Exhibit D - Additional Provisions (WSCA Terms and Conditions, 4 pages

Items shown with an asterisk (*) may be viewed at <http://www.pd.dgs.ca.gov/modelang/GeneralProvisions.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Buck's Off-Road and Automotive Supply

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

4500 CHinden Boise ID 83714

STATE OF CALIFORNIA

AGENCY NAME

Department of General Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jim Butler, Deputy Director

ADDRESS

707 Third Street, 2nd Floor
West Sacramento, CA 95605--2811

California Department of General Services
Use Only

☐ Exempt

AGREEMENT NUMBER	/	AGENCY BILLING CODE
5-09-99-31		
REGISTRATION NUMBER		

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Department of General Services

CONTRACTOR'S NAME
O'Reilly Auto Parts

2 The term of this Agreement is: January 1, 2010 through December 31, 2012
Or upon DGS signature or approval, with two one-year options to extend

3. The maximum amount \$ -0-
of this Agreement is:

4. This contract is to provide Light Duty Auto Parts to State and local government agencies per RFP 57224 and contractor's responses which are incorporated and made a part of this agreement by reference.

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

O'Reilly Auto Parts

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of General Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jim Butler, Deputy Director

ADDRESS

707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

California Department of General Services
Use Only

☐ Exempt

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: Chief of Staff

Dept.'s Legislative Liaison: _____ Patricia Lowe _____

Contact Number: _____ (404) 330-6583 _____

Originating Department: _____ Department of Procurement _____

Committee(s) of Purview: _____ *Finance & Econ* _____

Chief of Staff Deadline: _____ April 08, 2011 _____

Anticipated Committee Meeting Date(s): _____ April 26-27, 2011 _____

Anticipated Full Council Date: _____ May 02, 2011 _____

Legislative Counsel's Signature: _____ *[Signature]* _____

Chief Information Officer: _____

Commissioner Signature: _____

Chief Procurement Officer Signature: _____ *[Signature]* _____

CAPTION

Mayor's Staff Only

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A CITYWIDE COOPERATIVE PURCHASING AGREEMENT NUMBER COA-0017 PURSUANT TO SECTION 2-1601 ET. SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING WSCA/NASPO CONTRACT #'S 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31 WITH AUTOZONE, BORAS, NAPA AUTO PARTS, & O'REILLY AUTO PARTS FOR LIGHT DUTY AUTO PARTS FOR TWO (2) YEARS WITH THREE (3) ONE-YEAR RENEWAL OPTIONS ON BEHALF OF THE CITY OF ATLANTA IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM PREVIOUSLY APPROPRIATED FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBERS: (VARIOUS ACCOUNTS).

Received by CPO: _____ Received by LC from CPO: _____
(date) *[Signature]* 4/8/11 (date)

Received by Mayor's Office: _____ Reviewed by: _____
(date) *[Signature]* (date)

Submitted to Council: _____
(date)



CITY OF ATLANTA


Kasim Reed
Mayor

SUITE 1790
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB
Chief Procurement Officer
asmith@atlantaga.gov

MEMORANDUM

TO: Councilmember Yolanda Adrean,
Chair, Finance Executive Committee

FROM: Adam L. Smith 

RE: WSCA/NASPO Contract #'s 5-09-99-28, 5-09-99-29, 5-09-99-30, & 5-09-99-31

DATE: April 7, 2011

This memorandum is to certify that the above-referenced Cooperative Agreement was competitively procured in a manner consistent and pursuant to sections 2-1602, 2-1604, 2-1606 and 2-1608 of the Procurement and Real Estate Code. We reviewed the terms of the Agreement and determined that the costs for the goods/services are competitive and comparable.

If you have any questions or need additional information, please do not hesitate to contact me.